



Administration

OFFICE OF THE ASSISTANT SECRETARY OF  
DEFENSE  
WASHINGTON, DC 20301-1950

October 28, 1968

Administrative Reissuance Incorporating through Change 2, May 24, 1971

ADMINISTRATIVE INSTRUCTION NO. 74

SUBJECT: Overseas Employment of Civilian Personnel

- References: (a) [DoD Directive 1400.6](#), "Statement of Personnel Policy for Civilian Personnel of the Department of Defense in Overseas Areas," dated October 5, 1954
- (b) DoD Instruction 1404.3, "Standardized Overseas Tours of Duty for United States Civilian Employees of the Department of Defense," dated November 30, 1965
- (c) DoD Civilian Personnel, "Joint Travel Regulations"
- (d) Public Law 86-585, July 5, 1960 (10 U.S.C. 1586)
- (e) Public Law 86-795, August 28, 1958 (5 U.S.C. 3343, 3581-3584))
- (f) DoD Instruction 1404.5, "Nation-Wide Centralized Referral System for Displaced DoD Employees," dated December 17, 1964
- (g) DoD Instruction 1404.6, "Automated Centralized Referral System (CRS) for Returning Overseas Career Employees," dated January 20, 1967
- (h) OASD(M) Memorandum, Subject: "Implementation of Public Law 86-585, dated August 5, 1960
- (i) DoD Instruction 1404.8, "Rotation of Employees from Foreign Areas and the Canal Zone," dated April 10, 1968
- (j) OASD(M) Memorandum, Subject: "Granting Statutory Return Rights Across Military Department Lines," dated July 1, 1966
- (k) OSD Administrative Instruction No. 74, "Overseas Employment of Civilian Personnel," dated September 14, 1967, with changes (hereby canceled)

## 1. PURPOSE

The purpose of this Instruction is to establish policies and procedures to be followed in the assignment of civilian employees to an overseas area and placement assistance to be rendered upon return from an overseas tour.

## 2. POLICY

To assure that the overseas civilian work force is of the highest quality and to minimize training requirements in overseas areas, recruitment from within OSD and DoD Components will be filled by assignment of career employees wherever possible. Such assignments will be made in accordance with applicable policies established by the above references governing lengths of tours, transportation agreements, reemployment rights, and will be limited to a maximum of 5 years in an overseas area unless an exception is granted under the provision of this Instruction. Employees for positions at GS-5 and below and non-supervisory Wage Board positions may be employed in the overseas areas for a total of five (5) years without regard to immediately prior overseas service or residence. Maximum utilization will be made of persons available locally, or in surrounding areas, in the interest of good management and economy before civilian employees are transferred from or recruited in the United States.

## 3. SCOPE

This Instruction is applicable to U.S. citizens employed for overseas assignments in positions *in the Competitive Service and Expected positions equivalent to supergrade levels, which are a part* of or supported by the OSD.

## 4. RESPONSIBILITIES

4.1. The Assistant Secretary of Defense (Administration) is responsible for:

4.1.1. Authorizing the detail or transfer of employees to an international organization.

4.1.2. Authorizing the shipment of privately-owned vehicles of civilians selected for overseas assignments.

4.1.3. Authorizing in accordance with the provisions of references (h) and (j)

reemployment rights to employees transferring overseas with another component of the Department of Defense or other Federal Agencies.

4.1.4. Authorizing, with or without reemployment rights, as appropriate, exceptions to the 5 years' overseas tour limitation.

4.1.5. Authorizing extensions to the time limitation for appointment of individuals hired in foreign areas for overseas positions.

4.1.6. Establishing a tour of duty for an area that varies from the standard tour or from the specific tour established by reference (b).

4.1.7. Recommending to the ASD (Manpower and Reserve Affairs) the establishment of a tour of duty in an area where an activity covered by this Instruction and one or more other DoD Components are represented and unanimity on the length of the tour cannot be obtained between the Components.

4.1.8. Recommending to the ASD (Manpower and Reserve Affairs), when appropriate, exceptions to other restrictions imposed by that office on movement of employee and/or dependents to overseas areas.

4.2. The Director of Personnel, OASD(A) is responsible for:

4.2.1. Administering the overseas employment program for OSD in accordance with cited references.

4.2.2. Approving or disapproving transportation and/or renewal agreements.

4.2.3. Recommending approval or disapproval of requests for extensions to the 5-year limitation for overseas tours of duty. Recommendations will be made on an individual basis, giving due consideration to the recommendations of the supervisor concerned, when the following conditions exist:

4.2.3.1. A suitable replacement has not been located and time will be required to train a replacement.

4.2.3.2. Special personal circumstances such as imminent retirement make it inadvisable to require return within the 5 years;

4.2.3.3. Special work circumstances make it desirable that the employee be retained for an additional specific period.

4.2.3.4. The position to which the employee has reemployment rights has been or is scheduled to be eliminated in the immediate future by base closure.

4.2.4. Providing placement assistance to employees who were employed in foreign areas on April 1, 1966 and who are serving under no reemployment agreement nor agreement providing for their return to the United States within 5 years. Such assistance will include registration in the appropriate referral systems under references (f) and (g).

4.2.5. Negotiating for reemployment rights of employees recruited from DoD Components for overseas positions of activities covered by this Instruction.

4.2.6. Recommending approval or disapproval of requests for granting of reemployment rights to OSD employees selected for overseas assignments with OSD, DoD, or other Federal Agencies in accordance with cited references.

4.2.7. Maintaining current and accurate records, identifying obligated positions for individual employees having reemployment rights and otherwise assuring that all statutory and regulatory requirements are met.

4.2.8. Coordinating all aspects of overseas employment, as appropriate, with the employee, supervisor and overseas servicing personnel office.

4.3. The Head of the Activity or his designee is responsible for:

4.3.1. Submitting requests for personnel actions to the Director of Personnel, OASD(A), sufficiently in advance of proposed action to insure that adequate publicity and recruitment can be undertaken.

4.3.2. Keeping employees informed of their rights and obligations under this Instruction.

4.4. Employees are responsible for:

4.4.1. Completing necessary processing forms and agreements (see attachments 1, 2, and 4) prior to departure for the overseas post.

4.4.2. Submitting requests for renewal agreements and home leave no later than 90 days prior to expiration of overseas tour.

4.4.3. Making application for return to the United States under the provisions of this Instruction and applicable signed agreements.

4.4.4. Keeping the supervisor informed at all times of any conditions or circumstances that may alter or negate signed agreements.

## 5. PROCEDURES

5.1. The Head of the Activity or his designee will submit personnel requests for recruitment action to the Director of Personnel, OASD(A), in accordance with Administrative Instruction No. 55. Activities serviced by local overseas offices will submit original request to personnel that office for processing in accordance with specific servicing agreement.

5.2. The Servicing Personnel Office will:

5.2.1. Perform the necessary position classification review and process the recruitment action under local merit promotion programs in accordance with the servicing agreement.

5.2.2. Transmit request for stateside recruitment actions with position description and supporting documents to the Director of Personnel, OASD(A).

5.3. The Director of Personnel, OASD(A) will publicize vacancies and screen applicants to determine qualifications and eligibility for employment or reassignment to the foreign area. Lists of best qualified candidates will be furnished selecting official for consideration.

5.4. The Head of the Activity or his designee will review the applications and/or interview the candidates, as appropriate, and inform the Director of Personnel, OASD(A) of action to be taken.

5.5. The Director of Personnel, OASD(A) will:

5.5.1. Provide orientation to the selected candidate on all aspects of the overseas assignment including employment and transportation agreements, overseas allowances, and eligibility for reemployment rights in accordance with applicable regulations.

5.5.2. Provide assistance to the candidate in arranging for physical

examinations, immunization shots, security clearance, securing passports, transportation arrangements, housing, etc.

5.5.3. Arrange for employment processing of the selected candidate including the preparation of all agreements, forms and records.

5.5.4. Establish necessary records to identify obligated positions and for notifying the employee prior to expiration of the initial agreement or detail, if detailed to an international organization under reference (e).

5.5.5. Forward personnel records to overseas servicing personnel office. When recruitment action is being effected locally, the overseas servicing personnel office may perform these services in accordance with applicable servicing agreements.

5.6. Overseas Servicing Personnel Office will:

5.6.1. Provide personnel services and position classification review as outlined in servicing agreements.

5.6.2. Submit requests for exceptions to these procedures to Director of Personnel, OASD(A), with recommendations.

5.6.3. Advise the Director of Personnel, OASD(A) at least 6 months prior to completion of the employee's overseas tour, to notify the Head of the activity or his designees that appropriate action should be initiated to replace the returning employee.

5.6.4. Initiate return placement assistance for employees satisfactorily completing an overseas tour.

5.6.5. Submit annual report as required by section 6.

5.7. The Director of Personnel, OASD(A) will:

5.7.1. Inform the Head of the activity or his designee of the impending completion of scheduled overseas tour of duty by the employee and ascertain whether extension, replacement or other appropriate action is desired.

5.7.2. At least 120 days prior to the completion of a scheduled overseas tour or detail and/or expiration of the 5-year limit notify the employee, through the overseas servicing personnel office, in writing, of his responsibility to comply with the provisions of the initial or overseas renewal employment agreement.

5.8. The Employee is responsible for:

5.8.1. Advising the Director of Personnel, OASD(A), in writing, through the overseas servicing personnel office, of his intent to exercise his reemployment rights with the Agency in which such rights were granted no later than:

5.8.1.1. Thirty (30) calendar days after the date he returns to the United States if returned to the United States in a duty status.

5.8.1.2. Ninety (90) days after his separation from an international organization.

5.8.1.3. Thirty (30) calendar days after completion of the overseas employment agreement if the employee elects to stay in the overseas area without return rights.

5.8.2. Executing transportation agreement before departure from the overseas area, to the effect that he will remain in the employ of the gaining DoD activity for a period of 12 months following the date of reporting to the new assignment unless released for such reasons as are acceptable to the gaining activity.

5.8.3. Submitting written resignation prior to departing the overseas area if returning to CONUS for separation purposes.

5.8.4. Submitting request to the Director of Personnel, OASD(A) for renewal of overseas employment agreement, through the supervisor and the overseas servicing personnel office, at least ninety (90) days prior to completion of the overseas tour.

5.8.5. Accepting first available return transportation to CONUS upon satisfactory completion of overseas tour in accordance with signed agreement.

5.9. The Overseas Servicing Personnel Office will:

5.9.1. Promptly transmit employee's request for extension of overseas tour, or renewal of transportation agreement, to the Director of Personnel, OASD(A). Requests for extensions beyond the 5-year limitation will be in accordance with the criteria as outlined in reference (i) and include recommendations from the Head of the activity or his designee.

5.9.2. Effect the renewal agreement with the employee upon approval of the Director of Personnel, OASD(A).

5.9.3. Arrange for home leave and/or return transportation including the completion of necessary renewal transportation and continued employment agreements.

5.9.4. Provide return placement assistance to employees satisfactorily completing an overseas tour.

5.10. The Director of Personnel, OASD(A) will:

5.10.1. Effect restoration action for those employees satisfactorily completing an overseas tour and who desire to exercise reemployment rights.

5.10.2. Advise Military Departments or Defense Agencies of returning employees electing to exercise reemployment rights with their former activity.

5.10.3. Provide placement assistance including registration under provisions of references (f) and (g) to returning employees who satisfactorily complete an overseas tour of duty and who were not granted reemployment rights.

5.10.4. Provide positive placement assistance for a minimum of 6 months, including registration in the DoD Nation-Wide Referral System, to employees in locating a position equal to present overseas grade if the exercise of reemployment rights would result in a demotion.

5.10.5. Initiate separation action if employee fails to accept an offer equal in rights, benefit, and grade to the position held prior going to overseas.

## 6. REPORTS

6.1. A series of three reports at annual intervals will be submitted as of December 31 each year (beginning with December 31, 1968) by the personnel offices servicing the overseas civilian positions covered by this Instruction to reach the Director of Personnel, OASD(A) by the following February 1.

6.2. The above reports will reflect:

6.2.1. The number of U.S. citizen employees in overseas areas, by country, who have served or lived continuously in foreign areas for:

6.2.1.1. Less than 5 years; and



6.2.1.2. Five years or more, as of the end year of the calendar, and the number of these employees not serving under current reemployment rights or other agreements to return.

6.2.2. The number of the employees who are serving under an agreement to return to the United States and who have served or lived continuously in foreign areas for more than 5 years report the number who have been granted exceptions to the 5-year limitation.

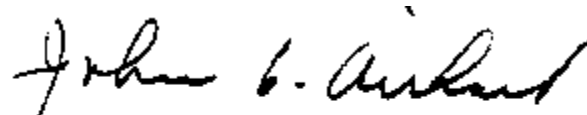
6.2.3. The information should be arranged as indicated in the format, by country, by categories of exceptions, and by categories of employees. If any repeat exceptions were granted, an explanation shall be provided in the narrative comment.

6.3.3. Local reproduction of the report format, attachment 3, should be accomplished locally.

6.3.4. Reports Control Symbol DD-M(A)841 is assigned this report.

## 7. EFFECTIVE DATE

This Instruction is effective upon publication.

  
John C. Airhart  
Deputy Assistant Secretary

Enclosures - 4

- E1. Agreement For Overseas Assignment (With Re-employment Rights)
- E2. Agreement For Overseas Assignment (Without Re-employment Rights)
- E3. Report on Employment in Foreign Areas
- E4. Transportation Agreement-Overseas Employee

E1. ATTACHMENT 1

AGREEMENT FOR OVERSEAS ASSIGNMENT (With Re-employment Rights)

AGREEMENT FOR OVERSEAS ASSIGNMENT  
(With Re-employment Rights)

1. In connection with my assignment as \_\_\_\_\_  
(Position Title, Grade, and  
\_\_\_\_\_ at \_\_\_\_\_  
Salary) (Organization and  
\_\_\_\_\_, I understand and accept the following  
Location)

terms:

a. My selection and acceptance of the above overseas assignment entitles me to certain re-employment rights under the provisions of Public Law 86-585 (10 U.S.C. 1586), to my former position of \_\_\_\_\_  
(Title  
\_\_\_\_\_ upon satisfactory completion of the assign-  
and Grade)  
ment covered by this Agreement or one of equal rights, benefits and grade.

b. In accepting this assignment, I certify that I understand and accept the conditions which must be met to qualify for the exercise of my return rights and re-employment in my present position. These conditions are:

(1) I must satisfactorily complete my initial transportation agreement, which is separately executed, and any subsequent transportation agreements which I may sign.

(2) I must complete all overseas service in a satisfactory manner.

(3) I must make written application to exercise my return rights not later than 30 calendar days after completion of my overseas assignment, or any authorized extension thereof; provided that my return rights will not extend beyond five years from date of assignment in the overseas area, or any authorized extension of the five-year limitation.

(4) Further, I understand and accept the condition that my return rights will be terminated for any of the following actions:

- (a) Resignation.
- (b) Separation for adverse reasons.
- (c) Voluntarily accepting employment with another overseas activity.
- (d) Failure to accept a position offer that meets the requirements of law during the exercise of my return rights.
- (e) Failure to exercise my return rights at the end of the five-year period, or at the end of any authorized extension thereof.

2. I understand that in the event the exercise of my return rights would result in a reduction from my current grade, I shall be given assistance through return placement programs for at least six months before being required to exercise my return rights.

3. I understand that under Public Law 86-585 (10 U.S.C. 1586), if my former position does not exist at the time I seek to exercise my return rights, I will be returned to a position of equal rights, benefits and grade.

4. In the event that I fail to exercise my return rights in accordance with CSC and DoD policies and regulations, or fail to comply with such directed action to return, I understand that my re-employment rights will expire and that I will be subject to separation from the service under applicable procedures.

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(Signature of Employee)

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(Date)

FOR THE OFFICE OF THE SECRETARY OF DEFENSE:

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Director of Personnel, OASD(A)

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(Date)

## E2. ATTACHMENT 2

### AGREEMENT FOR OVERSEAS ASSIGNMENT (Without Re-employment Rights)

#### AGREEMENT FOR OVERSEAS ASSIGNMENT (Without Re-employment Rights)

1. In connection with my assignment as \_\_\_\_\_  
(Position Title, Grade, and  
\_\_\_\_\_ at \_\_\_\_\_  
Salary) (Organization and  
\_\_\_\_\_, I understand and accept the follow-  
Location)  
ing terms:

a. My selection and acceptance does not entitle me to statutory re-employment rights.

b. In accepting this assignment, I certify that I understand and accept the conditions which must be met to qualify for return placement assistance. These conditions are:

(1) I must satisfactorily complete my initial transportation agreement, which is separately executed, and any subsequent transportation agreements which I may sign.

(2) I must make written application for return placement assistance not later than 30 calendar days after completion of my tour or any authorized extension thereof.

(3) I must return from the overseas area within five (5) years (includes immediately prior service or residence except as provided for in DoD Instruction 1404.8 "Rotation of Employees from Foreign Areas and the Canal Zone", dated April 10, 1968) from the date of assignment to the overseas position, or at the completion of any authorized extension thereof.

(4) I must complete all overseas service in a satisfactory manner.

2. I agree that if I hold a career or career-conditional appointment I will accept reassignment to any position in the Continental United States, when offered, at the grade at which originally assigned to the overseas area, and that every effort will be made to place me in accordance with my preference. I further understand that among the measures utilized

to assist me in my return to the United States, will be registration under the provisions of DoD Instruction 1404.5, Nation-Wide Centralized Referral System for Displaced Department of Defense Employees and DoD Instruction 1404.6, Automated Centralized Referral System (CRS) for Returning Overseas Career Employees.

3. In the event that I fail to comply with any directed action to return, I understand that I will be subject to separation from the service under applicable procedures.

\_\_\_\_\_  
(Signature of Employee)

\_\_\_\_\_  
(Date)

FOR THE OFFICE OF THE SECRETARY OF DEFENSE:

\_\_\_\_\_  
Director of Personnel, OASD(A)

\_\_\_\_\_  
(Date)

E3. ATTACHMENT 3REPORT ON EMPLOYMENT IN FOREIGN AREAS

(Use separate sheet for each country)

## REPORT ON EMPLOYMENT IN FOREIGN AREAS

Reporting Agency \_\_\_\_\_

Country \_\_\_\_\_

1. Exceptions granted during \_\_\_\_\_

Category of Employee	Reasons for Exceptions				TOTALS
	Suitable Replacement Not Available	Special Personal Circumstances	Special Work Circumstances	Return Position Not Available	
a. Statutory Reemploy- ment Rights (or Admin. R.R.)					
b. U.S. Hires w/o Re- employment Rights					
c. Foreign Hires w/o Reemployment Rights					
2. Total number of U.S. citizen employees who have served or lived continuously in foreign areas or the Canal Zone for (a) less than 5 years _____; (b) more than 5 years _____; number of these employees not serving under current reemployment rights or other agreement to return _____.					
3. Narrative comment:					

## E4. ATTACHMENT 4

## TRANSPORTATION AGREEMENT-OVERSEAS EMPLOYEE

TRANSPORTATION AGREEMENT - OVERSEA EMPLOYEE		<input type="checkbox"/> INITIAL	<input type="checkbox"/> RENEWAL
Eligibility and entitlement is subject to the conditions in Joint Travel Regulations, Volume 2, DOD Civilian Personnel			
NAME (Last, First, Middle Initial)		PLACE OF ACTUAL RESIDENCE AT TIME OF APPOINTMENT (To be determined at time of initial assignment)	
<p>1. 5 U.S.C. 5722, provides, under certain conditions, for travel and transportation expenses of the employee and his immediate family, movement and storage of household goods and personal effects, and certain other allowances incident to employment at places outside the 48 contiguous States and the District of Columbia, except movement and storage of household goods is not allowed for round-trip renewal agreement travel. Under the law the allowances contained therein shall not be authorized unless the employee agrees in writing to remain in the service of the DOD component concerned for a prescribed period of time. Accordingly, to establish eligibility for travel and transportation the following agreement must be executed.</p> <p>2. I understand and agree that:</p> <p>a. I will remain in the employ of the (Department or Agency) _____ at the overseas post of duty to which I am assigned or reassigned for a minimum period of _____ months, beginning with the date of my arrival at my overseas permanent duty station.</p> <p>b. If, before the expiration of the first 12 months of the period of time shown in paragraph 2a above, I fail to fulfill the terms of this agreement by resigning, vacating the position without authority, or if I am removed for cause, I will, upon demand, repay to the Government a sum of money equivalent to that expended by the Government for transportation and subsistence of myself and dependents, cost of shipment of my household goods and personal effects, if involved, and any other related allowances incident to my transfer, from beginning point of travel to duty station, and I authorize the employing Department or Agency to withhold any final pay due to me to apply against or liquidate any indebtedness arising from a violation of this agreement.</p> <p>c. I will NOT be eligible for return travel and transportation at Government expense for myself, my dependents, or my household effects, to my place of actual residence stated above for purpose of separation from the service until I have completed the prescribed period of service in this agreement unless the reason for earlier return is for reasons beyond my control and acceptable to the employing activity.</p> <p>3. I understand that the period of service specified above is for the sole purpose of establishing my eligibility for travel and transportation at Government expense.</p> <p>4. I understand that I may be required to use commercial or Government aircraft for necessary travel to or from my overseas post of duty unless a medical reason precludes the use of aircraft.</p> <p>5. I understand and agree that the address shown above is my place of actual residence and that it will be used for the purpose of determining transportation entitlement and that it is not subject to later change for personal reasons.</p>			
DATE SIGNED	SIGNATURE OF EMPLOYEE	DATE REPORTED AT OVERSEA PERMANENT DUTY STATION	

70 FORM 1617  
1 JUL 67

REPLACES DA FORM 1321, 1 JUN 55, WHICH IS OBSOLETE.